

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6050316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NUESOFT TECHNOLOGIES, INC.	07/06/2018
NUEIP, LLC	07/06/2018
RECEIVING PARTY DATA	
Name:	MASS IP, LLC
Street Address:	4670 IVYGATE CIRCLE SE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9928340
Patent Number:	9304761
Patent Number:	8103906
Patent Number:	8689038
Patent Number:	9705617
Patent Number:	9712265
Application Number:	13841072
CORRESPONDENCE DATA	
Fax Number:	(678)373-4746
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	678-373-4747
Email:	angela@gwpatent.com
Correspondent Name:	RICHARD PIERCY - GRELL & WATSON PATENT ATTORNEYS
Address Line 1:	2796 SOULIER STREET
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15227
ATTORNEY DOCKET NUMBER:	55020-IP
NAME OF SUBMITTER:	RICHARD PIERCY
SIGNATURE:	/Richard Piercy/

DATE SIGNED:	04/07/2020
Total Attachments: 6 source=TAB 14 - Project Modern -Assignment#page1.tif source=TAB 14 - Project Modern -Assignment#page2.tif source=TAB 14 - Project Modern -Assignment#page3.tif source=TAB 14 - Project Modern -Assignment#page4.tif source=TAB 14 - Project Modern -Assignment#page5.tif source=TAB 14 - Project Modern -Assignment#page6.tif	

ASSET ASSIGNMENT AGREEMENT

THIS ASSET ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into and dated July 6, 2018, by and between Nuesoft Technologies, Inc., a Georgia corporation (the “**Company**”), and NueIP, LLC, a Georgia limited liability company (collectively with the Company, the “**Assignors**”), and Mass IP, LLC, a Delaware limited liability company (the “**Assignee**”) (the Assignors and the Assignee, individually, the “**Party**” and, collectively, the “**Parties**”).

WHEREAS, in connection with the transaction contemplated by and pursuant to that certain Agreement and Plan of Merger dated on even date herewith, by and among AdvancedMD, Inc., a Delaware corporation (“**Parent**”), Nuesoft Merger Sub, Inc., a Georgia corporation and a wholly owned subsidiary of Parent (“**Merger Sub**”), the Company and Massoud Alibakhsh, solely in its capacity as the Equityholder Representative (the “**Agreement**”), certain assets owned by Assignors are to be transferred to Assignee, specifically the patents and patent applications identified in Schedule A attached herein and the Pashmak Software defined in Schedule A (collectively, the “**Assigned IP**”) and the Atlanta United Executive Suite License Agreement identified in Schedule A (collectively with the Assigned IP, the “**Assigned Assets**”); and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignors’ right, title and interest in and to the Assigned Assets to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignors hereby irrevocably sell, assign, transfer, convey, and deliver to the Assignee and its successors and assigns all of the Assignors’ right, title and interest in and to the Assigned Assets, including the following assignments:

(a) The Assignors hereby irrevocably, fully, and unconditionally grant, sell, assign, transfer, convey, set-over and deliver to the Assignee all of Assignors’ right, title, and interest in and to any and all patent rights related to the Assigned IP, including but not limited to the patents and patent applications listed in Schedule A, including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications, preparatory to obtaining Letters Patent of the United States or any other foreign jurisdiction (“**Letters Patent**”) therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same; and the Assignors hereby request any and all Letters Patents resulting from said applications, or from a division, continuation, continuation-in-part, or reissue thereof, to issue to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignors hereby assign, transfer and deliver to the Assignee all of the Assignors’ right, title, and interest in and to any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in or related to the Pashmak Software, including all rights to damages and profits, due or accrued, arising out of past

infringements of said copyrights, and the right to sue for and recover the same. The Assignors hereby waive any claim that the Assignors have or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Pashmak Software to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignors hereby irrevocably, fully, and unconditionally grant, transfer, convey, assign, set-over, and deliver to Assignee all of the Assignors' right, title, and interest in and to the Atlanta United Executive Suite License Agreement, and all benefits, privileges, causes of action and remedies relating thereto throughout the world.

2. Cooperation and Recordation. The Assignors hereby agree to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned Assets, and the Assignors agree to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned Assets hereunder and, if appropriate, to assure that the transfer of the Assigned Assets is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Maintenance. The Assignors have and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

5. Disclaimer of Warranties. EACH PARTY AGREES AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST NON-INFRINGEMENT OR THE LIKE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM TRADE PRACTICE.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignors, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

Nuesoft Technologies, Inc.:

Mass IP, LLC:

By: Raul Villar
Name: Raul Villar
Title: President

By: _____
Name: _____
Title: _____

NueIP, LLC:

By: Raul Villar
Name: Raul Villar
Title: _____

[Signature Page to Exhibit M - Asset Assignment Agreement]

Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the date first written above:

Nuesoft Technologies, Inc.:

Mass IP, LLC:

By: _____
Name:
Title:

By: 
Name: Massoud Alibakhsh
Title: Managing Member

4670 Ivygate Circle SE

Atlanta, GA 30339

NueIP, LLC:

By: _____
Name:
Title:

[Signature Page to Exhibit M - Asset Assignment Agreement]

PATENT

REEL: 052333 FRAME: 0480

SCHEDULE A

Patents and Patent Applications

TITLE	APPLICATION / PATENT NO.	FILING / ISSUE DATE	JURISDICTION
SYSTEM AND METHOD FOR COLLABORATIVE PROGRAMMING OF DATA ENTRY WORKFLOWS BETWEEN SYSTEM DEVELOPERS, END USERS, AND THIRD PARTY DEVELOPERS	15/074,669 9,928,340	March 18, 2016 March 27, 2018	United States
SYSTEM AND METHOD FOR COLLABORATIVE PROGRAMMING OF DATA ENTRY WORKFLOWS BETWEEN SYSTEM DEVELOPERS, END USERS, AND THIRD PARTY DEVELOPERS	13/915,746 9,304,761	June 12, 2013 April 5, 2016	United States
SYSTEM AND METHOD FOR PROVIDING TOTAL REAL-TIME REDUNDANCY FOR A PLURALITY OF CLIENT-SERVER SYSTEMS	12/895,983 8,103,906	October 1, 2010 January 24, 2012	United States
SYSTEM AND METHOD FOR PROVIDING TOTAL REAL-TIME REDUNDANCY FOR A PLURALITY OF CLIENT-SERVER SYSTEMS	13/309,007 8,689,038	December 1, 2011 April 1, 2014	United States
SYSTEM AND METHOD FOR WIRELESSLY TRANSMITTING AND RECEIVING CUSTOMIZED DATA BROADCASTS	14/181,346 9,705,617	February 14, 2014 July 11, 2017	United States
SYSTEM AND METHOD FOR WIRELESSLY TRANSMITTING AND RECEIVING CUSTOMIZED DATA BROADCASTS	14/504,772 9,712,265	October 2, 2014 July 18, 2017	United States
SYSTEM AND METHOD FOR PROVIDING REAL-TIME BI-DIRECTIONAL CHARGE CAPTURE-CENTRALIZED CONVERSATION BETWEEN BILLING AND PROVIDER ENTITIES	13/841,072 N/A	March 15, 2013 N/A	United States

Pashmak Software

Certain documentation, computer programs, computer code (including machine, object, source, and assembly code), and/or works of authorship regarding that certain software that provides a project management environment where every stakeholder has direct and full transparency to his/her items of interest as well as a convenient way to voice his/her ideas and opinions on the item using an integrated chat tool, including all software

referred to internally as “Pashmak,” the current version of which is on CD-ROM delivered at Closing, together with any updates, upgrades, or new versions of the foregoing (collectively, the “**Pashmak Software**”).

Atlanta United Executive Suite License Agreement

That certain Atlanta United Executive Suite License Agreement by and between the Company, as licensee thereunder, and Atlanta Falcons Stadium Company, LLC, as licensor thereunder, dated November 9, 2017 (the “**Atlanta United Executive Suite License Agreement**”).